

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM741074

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vistage Worldwide, Inc.		07/13/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ICG DEBT ADMINISTRATION LLC, as Administrative Agent		
Street Address:	600 Lexington Avenue		
Internal Address:	19th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	3287003	VISTAGE	
Registration Number:	6404608	VISTAGE	
Registration Number:	3287004	VISTAGE	
Registration Number:	6512263	VISTAGE	
Registration Number:	3287005	VISTAGE	
Registration Number:	6310451	VISTAGE	
Registration Number:	3287006	VISTAGE	
Registration Number:	6310452	VISTAGE	
Registration Number:	5501660	VISTAGE PERSPECTIVES	
Registration Number:	6017789	VISTAGE CHAIR APP	
Registration Number:	5486212	VISTAGE PERSPECTIVES	
Registration Number:	5041471	VISTAGE PRIVATE ADVISORY BOARDS FOR CEOS	
Registration Number:	5090216	VISTAGE WORKS	
Registration Number:	4969131	VISTAGE WORKS	
Registration Number:	5099298	VISTAGE WORKS	
Registration Number:	6169354	VISTAGE CHAIR APP	
Registration Number:	6001518	CHAIRWORLD	
Registration Number:	1433330	TEC	

OP \$465.00 3287003

CORRESPONDENCE DATA**Fax Number:**

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: nancy.wiford@wolterskluwer.com**Correspondent Name:** CT Corporation**Address Line 1:** 4400 Easton Commons**Address Line 2:** Suite 125**Address Line 4:** Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
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SIGNATURE:	/Doris Ka/
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DATE SIGNED:	07/14/2022
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Total Attachments: 9

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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Vistage Worldwide, Inc.

- Individual(s) Association
- Partnership Limited Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 13, 2022

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: ICG Debt Administration LLC, as Administrative Agent

Street Address: 600 Lexington Avenue, 19th Floor

City: New York

State: NY

Country: USA Zip: 10022

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____
see attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: ICG - Vistage (41800.0033)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Doris Ka

July 13, 2022

Signature

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of July 13, 2022, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and ICG Debt Administration LLC, as administrative agent (the “Administrative Agent”) for the Secured Parties (as defined in the Note Purchase Agreement referred to below).

WHEREAS, VSTG Acquisition Parent Corp., a Delaware corporation, VSTG Acquisition Corp., a Delaware corporation, VSTG Intermediate Holdings, Inc., a Delaware corporation, Vistage International, Inc., a Delaware corporation, and Vistage Worldwide, Inc., a Delaware corporation have entered into a Second Lien Note Purchase Agreement dated of even date herewith (said Second Lien Note Purchase Agreement, as it may hereafter be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder), being the “Note Purchase Agreement”) with the Purchasers and the Administrative Agent. Terms defined in the Note Purchase Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Note Purchase Agreement or the Security Agreement, as the case may be (and in the event a term is defined differently in the Note Purchase Agreement and the Security Agreement, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the purchasing of the Notes by the Purchasers from time to time, each Grantor has executed and delivered that certain Second Lien Security Agreement dated as of July 13, 2022 among the Grantors and the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other appropriate domestic governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full, of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by such Grantor, wherever located, and whether now or hereafter existing or arising, to the extent governed by, arising under, pursuant to, or by virtue of, the laws of the United States of America or any state thereof (the “Collateral”):

- (i) all patents, patent applications, utility models, statutory invention registrations and all inventions, including those claimed or disclosed therein and all improvements thereto (“Patents”);
- (ii) all trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, and all general intangibles of like nature whether registered or

unregistered, together, in each case, with the goodwill symbolized thereby (“Trademarks”);

(iii) all copyrights, including, without limitation, copyrights in Computer Software (as hereinafter defined), internet web sites and the content thereof, whether registered or unregistered (“Copyrights”);

(iv) all computer software, programs and databases (including, without limitation, source code, object code and all related applications and data files), firmware and documentation and materials relating thereto, together with any and all maintenance rights, service rights, programming rights, hosting rights, test rights, improvement rights, renewal rights and indemnification rights and any substitutions, replacements, improvements, error corrections, updates and new versions of any of the foregoing (“Computer Software”);

(v) all confidential and proprietary information, including, without limitation, know-how, trade secrets, manufacturing and production processes and techniques, inventions, research and development information, databases and data, including, without limitation, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information (collectively, “Trade Secrets”), and all other intellectual and intangible property of any type, including, without limitation, industrial designs and mask works;

(vi) all registrations and applications for registration for any of the foregoing in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, including, without limitation, the registrations and applications for registrations in Collateral set forth in Schedule I hereto (as may be supplemented from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof;

(vii) all written agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any of the foregoing to which such Grantor, now or hereafter, is a party or a beneficiary (“IP Agreements”) and all rights of such Grantor thereunder; and

(viii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (v), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Assets, including, but not limited to, any intent-to-use trademark applications prior to the filing, and acceptance by the United States Patent and Trademark Office, of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, if any, to the extent that, and solely during the period in which, the grant of a security interest therein prior to such filing and acceptance would impair the validity or enforceability of such intent-to-use trademark applications or the resulting trademark registrations under applicable federal law.

SECTION 2. Security for Obligations The grant of a security interest in the Collateral by the undersigned under this IP Security Agreement, in the case of each Grantor, secures the payment and performance of all Obligations including Obligations now or hereafter existing under the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), in each case, subject to the terms of the Note Purchase Agreement, and in each case whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise, in each case in accordance with the terms of the Note Documents. Without limiting the generality of the foregoing, but subject to the terms of the Note Purchase Agreement, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by any Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the effects of Debtor Relief Laws.

SECTION 3. Recordation Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopier or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

SECTION 5. Grants, Rights and Remedies This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 6. Governing Law. This IP Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York (without regard to conflict of law principles thereof (other than Section 5-1401 of the New York General Obligations Law)).

SECTION 7. Counterparts; Electronic Execution. This IP Security Agreement and each other Note Document may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by fax or other electronic transmission of an executed counterpart of a signature page to this IP Security Agreement and each other Note Document shall be effective as delivery of an original executed counterpart of this IP Security Agreement and such other Note Document and the words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this IP Security Agreement or any other Note Document shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global


and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. The Administrative Agent may, in its discretion, require that any such documents and signatures executed electronically or delivered by fax or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature executed electronically or delivered by fax or other electronic transmission.

IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

VISTAGE WORLDWIDE, INC.

By:  _____
Name: Douglas Rosenstein
Title: Vice President

ICG DEBT ADMINISTRATION LLC, as
Administrative Agent

By: 
Name: Brian Spenner
Title: Authorized Person

Schedule I

Trademarks

Grantor	Mark	Serial Number	Filing Date	Registration Number	Registration Date
Vistage Worldwide, Inc.	Vistage	78-732,588	October 13, 2005	3287003	August 28, 2007
Vistage Worldwide, Inc.	Vistage	88-808,557	February 24, 2020	6404608	June 29, 2021
Vistage Worldwide, Inc.	Vistage	78-732,596	October 13, 2005	3287004	August 28, 2007
Vistage Worldwide, Inc.	Vistage	88-808,559	February 24, 2020	6512263	October 5, 2021
Vistage Worldwide, Inc.	Vistage	78-732,608	October 13, 2005	3287005	August 28, 2007
Vistage Worldwide, Inc.	Vistage	88-808,560	February 24, 2020	6310451	March 30, 2021
Vistage Worldwide, Inc.	Vistage	78-732,619	October 13, 2005	3287006	August 28, 2007
Vistage Worldwide, Inc.	Vistage	88-808,561	February 24, 2020	6310452	March 30, 2021
Vistage Worldwide, Inc.	Vistage Perspectives	87-667,696	November 1, 2017	5501660	June 26, 2018
Vistage Worldwide, Inc.	Vistage Chair App	88-585,964	August 20, 2019	6017789	March 24, 2020
Vistage Worldwide, Inc.	Vistage Perspectives	87-667,700	November 1, 2017	5486212	June 5, 2018

Vistage Worldwide, Inc.	Vistage Private Advisory Boards for CEOs, Executives and business owners	86-041,289	August 19, 2013	5041471	September 13, 2016
Vistage Worldwide, Inc.	Vistage Works	86-965,009	April 5, 2016	5090216	November 29, 2016
Vistage Worldwide, Inc.	Vistage Works	86-059,420	September 9, 2013	4969131	May 31, 2016
Vistage Worldwide, Inc.	Vistage Works	86-965,012	April 5, 2016	5099298	December 13, 2016
Vistage Worldwide, Inc.	Vistage Chair App	88-855,927	April 1, 2020	6169354	October 6, 2020
Vistage Worldwide, Inc.	Chairworld	88-564,465	August 2, 2019	6001518	March 3, 2020
Vistage Worldwide, Inc.	TEC	73-615,092	August 15, 1986	1433330	March 17, 1987